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Attorneys for Plaintiffs MARSHALL LOSKOT
 and DISABILITY RIGHTS ENFORCEMENT,
 EDUCATION SERVICES

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARSHALL LOSKOT, an individual; and)	CASE NO. C04-4988 PJH
DISABILITY RIGHTS ENFORCEMENT,)	
EDUCATION, SERVICES:HELPING)	STIPULATION OF DISMISSAL AND
YOU HELP OTHERS, a California public)	[PROPOSED] ORDER THEREON
benefit corporation,)	
Plaintiffs,)	
v.)	
HYDE OUT; YUNG WUN and LAI)	
CHING, as trustees of the YUNG WUN &)	
LAI CHING REVOCABLE TRUST; and)	
KAJOUEE HOSSEIN, an individual dba)	
HYDE OUT,)	
Defendants.)	

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the Equitable Settlement Agreement and Release (“Agreement”) and the General Release (“Release”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. See Kokonen v. Guardian Life Ins. Co., 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

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1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action
2 through their designated counsel that the above-captioned action be and hereby is dismissed
3 with prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute
5 one original document.

6 Dated: February 23, 2007

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

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9 By: /s/
Jennifer L. Steneberg
10 Attorneys for Plaintiffs MARSHALL LOSKOT
11 and DISABILITY RIGHTS, ENFORCEMENT,
EDUCATION, SERVICES:HELPING YOU
12 HELP OTHERS

13 Dated: February 22, 2007

BRADLEY, CURLEY, ASIANO, BARRABEE &
CRAWFORD, P.C.

14
15 By: /s/
Mark R. Gibson
16 Attorneys for Defendants HYDE OUT and
17 HOSSEIN KAJOUUEE, dba HYDE OUT

18 Dated: January 4, 2007

BORTON, PETRINI & CONRON, LLP

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20 By: /s/
G. Kelley Reid, Jr.
21 Attorneys for Defendants YUNG WUN and LAI
22 CHING, as trustees of the YUNG WUN & LAI
CHING REVOCABLE TRUST

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ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Equitable Settlement Agreement and Release should such enforcement be necessary.

DATED: February 23, 2007

Hon. Phyllis J. Hamilton
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

